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the bills, pledged them to secure money borrowed for his own use, it was held that the principal having enabled the agent to hold himself out as owner, was bound by the pledge.

WILLS—PARTIAL REVOCATION.—Testator was a money broker in New York. He made his will in October, 1906. Later, in December of the same year, having lost most of his personal property since the execution of his will, and desiring that upon his death all his property should go to his wife, he made pencil marks through certain items of his will which gave bequests to friends and charged the real estate devised to his wife with the payment of annuities. Across two other items devising real property he wrote the word "sold." After cancelling these items in the will, he told his confidential employee to send it to the man who had engrossed the will and have him make a draft of it according to the corrections. The draft was made but one clause in it did not suit the testator and he did not execute it. After the death of the testator the will with the pencil marks through five of its eleven items was found in his office safe. The proponent, his wife, now seeks to have the will probated with the cancelled parts omitted. *Held*, that the cancellations were made *animo revocandi* and that the will be admitted to probate with the cancelled parts omitted. (GUMMERE, C. J., and REED, TRENCHARD, VOORHEES, MINTURN, and VROOM, JJ., dissenting.) *In re Frothingham's Will* (1909), — N. J. Eq. —, 74 Atl. 471.

Under the New Jersey Statute and others similar to it a partial revocation of a will is clearly permitted. *In re Kirkpatrick's Will*, 22 N. J. Eq. 463; *In re Brown's Will*, 40 Ky. (1 B. Mon.) 56, 35 Am. Dec. 174; *Tudor v. Tudor*, 17 B. Mon. (Ky.) 383; *Bigelow v. Gillott*, 123 Mass. 102. If revoked by cancelling, it can be done with a lead pencil as effectively as if done in ink, provided it was done with intent to revoke the clause cancelled. *Hilyard v. Wood*, 71 N. J. Eq. 214, 63 Atl. 7; *Tomlinson's Estate*, 133 Pa. St. 245. Therefore the only question in the principal case is whether the doctrine of dependent relative revocation should apply. Jarman states this rule as follows: "Where the act of destruction is connected with the making of another will so as to fairly raise the inference, that the testator meant the revocation of the old to depend on the efficacy of the new disposition intended to be substituted, such will be the legal effect of the transaction; and, therefore if the will intended to be substituted is inoperative * * * the revocation fails also and the original will remains in force." 1 JARM. WILLS, *120. However the revocation will be effective when it is deliberate and complete and not dependent on any condition, notwithstanding the fact that the testator intended to make another will and afterwards omitted to make it. *Semmes v. Semmes*, 7 Md. (H. & J.) 388; *Banks v. Banks*, 65 Mo. 432. In the light of the surrounding circumstances in the principal case it seems clear that the testator regarded the cancellation of the clauses as a complete and final act and the majority opinion well emphasizes the principle "that in revocations of this nature there is but one point of time as to which the intent of the testator is to have controlling effect, and that is the time of the doing of the very act that constitutes such revocation."